

PURCHASE ORDER TERMS AND CONDITIONS

FAR 52.252-2 Clauses Incorporated by Reference (JUN 88). This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

The following clauses apply to orders for supplies and services (clauses which do not apply to a particular order are self-deleting):

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:

52.203-3	Gratuities (APR 84)	52.227-19	Commercial Computer Software-Restricted Rights (JUN 87)
52.211-16	Variation in Quantity (APR 84) (the permissible variations for all items are "O" unless otherwise stated in the schedule)	52.232-1	Payments (APR 84)
52.211-17	Delivery of Excess Quantities (SEP 89)	52.232-8	Discounts for Prompt Payment (APR 89)
52.213-2	Invoices (APR 84) (subscriptions and similar requirements where advance payment is authorized)	52.232-11	Extras (APR 84)
52.213-3	Notice to Supplier (APR 84) (applicable to orders with a "not to exceed" price)	52.232-23	Assignment of Claims (JAN 86) (orders for \$1,000 or more)
52.219-6	Notice of Total Small Business Set-Aside (JUL 96) (supplies and services unless an exception in FAR 13.105 applies)	52.232-25	Prompt Payment (MAR 94)
52.222-3	Convict Labor (AUG 96) (services)(orders in excess of \$2,500; not applicable if FAR 52.222-20 applies)	52.232-28	Electronic Funds Transfer Payment Methods (APR 89)
52.222-36	Affirmative Action for Handicapped Workers (APR 84) (orders in excess of \$2,500)	52.233-1	Disputes (OCT 95)
52.222-41	Service Contract Act of 1965, As Amended (MAY 89) (services in excess of \$2,500, or for indefinite dollar amount, within the definition of the Service Contract Act)	52.233-3	Protest After Award (AUG 96)
52.223-6	Drug-Free Workplace (JUL 90) (orders with individuals-certification established by acceptance of order)	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 84) (work performed on a Government site)
52.223-12	Refrigeration Equipment and Air Conditioners (MAY 95)	52.242-12	Report of Shipment (REPSHIP) (JUL 95) (orders requiring advance notice of shipment)
52.224-1	Privacy Act Notification (APR 84)	52.242-15	Stop Work Order (AUG 89)
52.224-2	Privacy Act (APR 84)	52.243-1	Changes-Fixed Price (AUG 87) (supplies); Alt I (APR 84) (for services other than professional services); Alt II (APR 84) (for services with supplies); Alt III (APR 84) (for professional services); Alt IV (APR 84) (for transportation services); Alt V (APR 84) (for research & development)
52.225-3	Buy American Act-Supplies (JAN 94)	52.245-4	Government Furnished Property (Short Form) (APR 84)
52.225-11	Restrictions on Certain Foreign Purchases (MAY 92)	52.246-1	Contractor Inspection Requirements (APR 84)
52.227-14	Rights in Data-General (JUN 87)	52.246-2	Inspection of Supplies-Fixed Price (AUG 96)
52.227-17	Rights in Data-Special Works (JUN 87)	52.246-4	Inspection of Services-Fixed Price (AUG 96)
52.227-18	Rights in Data-Existing Works (JUN 87)	52.247-29	F.O.B. Origin (JUN 88) (when delivery term is specified as F.O.B. origin)
		52.247-32	F.O.B. Origin Freight Prepaid (JUN 88) (when delivery term is specified as

	F.O.B. Origin, freight prepaid)
52.247-34	F.O.B. Destination (NOV 91) (when delivery term is specified as F.O.B. destination)
52.247-35	F.O.B. Destination within Consignee's Premises (APR 84) (when delivery term is specified as F.O.B. destination within consignee's premises)
52.247-65	F.O.B. Origin Prepaid Freight-Small Package Shipments (JAN 91) (when delivery term is specified as F.O.B. Origin, and the Contracting Officer has specifically referenced this clause in the order)
52.249-1	Termination for Convenience of the Government-(Fixed Price) (Short Form) (APR 84)
52.249-4	Termination for the Convenience of the Government (Services) (Short Form) (APR 84)
52.249-8	Default (APR 84)
52.253-1	Computer Generated Forms (JAN 91)

The following additional clauses apply to orders for supplies and services, of \$10,000 or more:

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 95) (orders greater than \$25,000)
52.222-20	Walsh Healy Public Contracts Act (APR 84) (supply orders in excess of \$10,000)
52.222-21	Certification of Nonsegregated Facilities (APR 84) (orders in excess of \$10,000) (certification established by order acceptance)
52.222-26	Equal Opportunity (APR 84) (orders in excess of \$10,000)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)
52.225-21	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (JUN 96) (supply orders not subject to the Trade Agreements Act but subject to NAFTA) Alt I (orders between \$25,000-\$50,000)

Additional Department and Agency Regulations

HHSAR 352.224-70	Confidentiality of Information (APR 84) (orders that provide or generate data that must be kept confidential)
HHSAR 352.270-1	Accessibility of Meetings, Conferences, and Seminars To Persons With Disabilities (APR 84)
HHSAR 352.270-7	Paperwork Reduction Act (APR 84)
HHSAR 352.280-2	Care of Live Vertebrate Animals (OCT 86) (Applicable to services involving live vertebrate animals.)

NO OBLIGATION TO PAY RELEASE FEE

It is expressly agreed that the terms and conditions included in this purchase document represent the complete agreement between the Government and the Contractor. Unlike some agreements with commercial organizations, it is expressly agreed that the Government shall not be liable for any fee, expense, or payment of any kind to the contractor if personnel employed by the contractor who work under this agreement apply for and are selected for any position within the Federal government, regardless of the work location. The contractor also specifically agrees that the clauses and provisions of this document can only be changed by a modification of this agreement issued in writing on the designated government form and signed by the Contracting Officer.

INVOICE AND PAYMENT PROVISIONS

The following clause is applicable to all purchase orders: FAR 52.232-25. Prompt Payment (MAR 1994). Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirement

An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions (i) through (viii) below. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (see exceptions under II. below). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.

- (i) Name, address, and EIN of the Contractor.
- (ii) Invoice date.
- (iii) Purchase Order Number.
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
- (vi) Name and complete mailing address where payment is to be sent.
- (vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
- (viii) Any other information or documentation required by the purchase order (such as evidence of shipment).

Shipping costs will be reimbursed only if authorized by the Purchase Order; if authorized, shipping costs must be itemized. Where shipping costs exceed \$100 the invoice must be supported by a bill of lading or a paid carrier's receipt.

Mail an original and one copy of the itemized invoice to:

National Institutes of Health
Commercial Accounts, Room B1B32
31 Center Drive, MSC 2045
Bethesda, Maryland 20892-2045

For inquiries regarding payment call: Commercial Accounts, OFM, (301) 496-6088.

For inquiries regarding receiving, inspection and acceptance, rejections, or technical issues, call the phone number in Block 4 of Form NIH 2555.

II. Invoice Payment

A. Except as indicated in paragraph B below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

- (i) The 30th day after the designated billing office has received a proper invoice.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.